

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-S10	PAGE 1 of 71 PAGES
2. CONTRACT NO.		3. SOLICITATION NO. N00167-00-R-0073		4. TYPE OF SOLICITATION SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 12 JAN 01
7. ISSUED BY		CODE N00167	8. ADDRESS OFFER TO (If other than Item 7)			
Attn: 3324, Bldg. 121, RM 214A (S. Sentz) Carderock Division Naval Surface Warfare Center 9500 MacArthur Blvd. West Bethesda, MD 20817-5700						

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

### SOLICITATION

9. Sealed offers in **original and 2 copies** for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Bldg. 121, Room 214A, Code 3324 until 2:00 PM local time 12 FEB 01.  
(Hour) (Date)

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Scott Sentz	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
		AREA CODE 301	NUMBER 227-5822	EXT.	sentzsm@nswccd.navy.mil

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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	____ CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated: _____)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER			

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  ____ 10 U.S.C. 2304(c) ( )      ____ 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
		28. AWARD DATE	

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 33 (REV. 9-97)

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
PART I – THE SCHEDULE					
SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS					
<i>Base Requirement (24 Month Performance Period)</i>					
The Contractor shall provide Navy Lessons Learned System Support (NLLS) in accordance with Section C of the Schedule, and as required by Delivery Orders issued hereunder using the following labor categories (Government facility except where otherwise noted):					
0001	Project Manager (Newport, RI)	4,000	MH	_____	_____
0002	Senior Data Analyst (Newport, RI)	12,000	MH	_____	_____
0003	Computer Systems Programmer/ Web Developer (Newport, RI)	8,000	MH	_____	_____
0004	Document Specialist/Support (Newport, RI)	4,000	MH	_____	_____
0005	Senior Data Analysts (Bahrain)	4,000	MH	_____	_____
0006	Senior Data Analysts (Gaeta, Italy)	4,000	MH	_____	_____
0007	Senior Data Analysts (Yokosuka, Japan)	4,000	MH	_____	_____
0008	Senior Data Analysts (Norfolk, VA)	8,000	MH	_____	_____
0009	Senior Data Analysts (San Diego, CA)	8,000	MH	_____	_____
0010	Support Staff (Newport)	5,000	MH	_____	_____
0011	Support Staff (Bahrain)	3,000	MH	_____	_____
0012	Support Staff (Gaeta)	3,000	MH	_____	_____
0013	Support Staff (Yokosuka)	3,000	MH	_____	_____
0014	Support Staff (Norfolk)	3,000	MH	_____	_____
0015	Support Staff (San Diego)	3,000	MH	_____	_____
0016	Travel	1	LOT	*NTE	\$90,000
0017	Travel Handling Costs	1	LOT	*NTE	_____
0018	Material	1	LOT	*NTE	\$70,000
0019	Material Handling Costs	1	LOT	*NTE	_____
0020	Relocation	1	LOT	*NTE	\$90,000
0021	Relocation Handling Costs	1	LOT	*NTE	_____
0022	Data Requirements in accordance with Section C.12 of the Schedule. Specific data requirements will be identified required by Delivery Orders issued hereunder	1	LOT	**NSP	**NSP

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
PART I – THE SCHEDULE					
SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS					
<i>Option Year 1 (12 Month Performance Period)</i>					
The Contractor shall provide Navy Lessons Learned System Support (NLLS) in accordance with Section C of the Schedule, and as required by Delivery Orders issued hereunder using the following labor categories (Government facility except where otherwise noted):					
0023	Project Manager (Newport, RI)	2,000	MH	_____	_____
0024	Senior Data Analyst (Newport, RI)	6,000	MH	_____	_____
0025	Computer Systems Programmer/ Web Developer (Newport, RI)	4,000	MH	_____	_____
0026	Document Specialist/Support (Newport, RI)	2,000	MH	_____	_____
0027	Senior Data Analysts (Bahrain)	2,000	MH	_____	_____
0028	Senior Data Analysts (Gaeta, Italy)	2,000	MH	_____	_____
0029	Senior Data Analysts (Yokosuka, Japan)	2,000	MH	_____	_____
0030	Senior Data Analysts (Norfolk, VA)	4,000	MH	_____	_____
0031	Senior Data Analysts (San Diego, CA)	4,000	MH	_____	_____
0032	Support Staff (Newport)	5,000	MH	_____	_____
0033	Support Staff (Bahrain)	3,000	MH	_____	_____
0034	Support Staff (Gaeta)	3,000	MH	_____	_____
0035	Support Staff (Yokosuka)	3,000	MH	_____	_____
0036	Support Staff (Norfolk)	3,000	MH	_____	_____
0037	Support Staff (San Diego)	3,000	MH	_____	_____
0038	Travel	1	LOT	*NTE	\$45,000
0039	Travel Handling Costs	1	LOT	*NTE	_____
0040	Material	1	LOT	*NTE	\$35,000
0041	Material Handling Costs	1	LOT	*NTE	_____
0042	Relocation	1	LOT	*NTE	\$90,000
0043	Relocation Handling Costs	1	LOT	*NTE	_____
0044	Data Requirements in accordance with Section C.12 of the Schedule. Specific data requirements will be identified required by Delivery Orders issued hereunder	1	LOT	**NSP	**NSP

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
PART I – THE SCHEDULE					
SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS					
<i>Option Year 2 (12 Month Performance Period)</i>					
The Contractor shall provide Navy Lessons Learned System Support (NLLS) in accordance with Section C of the Schedule, and as required by Delivery Orders issued hereunder using the following labor categories (Government facility except where otherwise noted):					
0045	Project Manager (Newport, RI)	2,000	MH	_____	_____
0046	Senior Data Analyst (Newport, RI)	6,000	MH	_____	_____
0047	Computer Systems Programmer/ Web Developer (Newport, RI)	4,000	MH	_____	_____
0048	Document Specialist/Support (Newport, RI)	2,000	MH	_____	_____
0049	Senior Data Analysts (Bahrain)	2,000	MH	_____	_____
0050	Senior Data Analysts (Gaeta, Italy)	2,000	MH	_____	_____
0051	Senior Data Analysts (Yokosuka, Japan)	2,000	MH	_____	_____
0052	Senior Data Analysts (Norfolk, VA)	4,000	MH	_____	_____
0053	Senior Data Analysts (San Diego, CA)	4,000	MH	_____	_____
0054	Support Staff (Newport)	5,000	MH	_____	_____
0055	Support Staff (Bahrain)	3,000	MH	_____	_____
0056	Support Staff (Gaeta)	3,000	MH	_____	_____
0057	Support Staff (Yokosuka)	3,000	MH	_____	_____
0058	Support Staff (Norfolk)	3,000	MH	_____	_____
0059	Support Staff (San Diego)	3,000	MH	_____	_____
0060	Travel	1	LOT	*NTE	\$45,000
0061	Travel Handling Costs	1	LOT	*NTE	_____
0062	Material	1	LOT	*NTE	\$35,000
0063	Material Handling Costs	1	LOT	*NTE	_____
0064	Relocation	1	LOT	*NTE	\$90,000
0065	Relocation Handling Costs	1	LOT	*NTE	_____
0066	Data Requirements in accordance with Section C.12 of the Schedule. Specific data requirements will be identified required by Delivery Orders issued hereunder	1	LOT	**NSP	**NSP

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
PART I – THE SCHEDULE					
SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS					
<i>Option Year3 (12 Month Performance Period)</i>					
The Contractor shall provide Navy Lessons Learned System Support (NLLS) in accordance with Section C of the Schedule, and as required by Delivery Orders issued hereunder using the following labor categories (Government facility except where otherwise noted):					
0067	Project Manager (Newport, RI)	2,000	MH	_____	_____
0068	Senior Data Analyst (Newport, RI)	6,000	MH	_____	_____
0069	Computer Systems Programmer/ Web Developer (Newport, RI)	4,000	MH	_____	_____
0070	Document Specialist/Support (Newport, RI)	2,000	MH	_____	_____
0071	Senior Data Analysts (Bahrain)	2,000	MH	_____	_____
0072	Senior Data Analysts (Gaeta, Italy)	2,000	MH	_____	_____
0073	Senior Data Analysts (Yokosuka, Japan)	2,000	MH	_____	_____
0074	Senior Data Analysts (Norfolk, VA)	4,000	MH	_____	_____
0075	Senior Data Analysts (San Diego, CA)	4,000	MH	_____	_____
0076	Support Staff (Newport)	5,000	MH	_____	_____
0077	Support Staff (Bahrain)	3,000	MH	_____	_____
0078	Support Staff (Gaeta)	3,000	MH	_____	_____
0079	Support Staff (Yokosuka)	3,000	MH	_____	_____
0080	Support Staff (Norfolk)	3,000	MH	_____	_____
0081	Support Staff (San Diego)	3,000	MH	_____	_____
0082	Travel	1	LOT	*NTE	\$45,000
0083	Travel Handling Costs	1	LOT	*NTE	_____
0084	Material	1	LOT	*NTE	\$35,000
0085	Material Handling Costs	1	LOT	*NTE	_____
0086	Relocation	1	LOT	*NTE	\$90,000
0087	Relocation Handling Costs	1	LOT	*NTE	_____
0088	Data Requirements in accordance with Section C.12 of the Schedule. Specific data requirements will be identified required by Delivery Orders issued hereunder	1	LOT	**NSP	**NSP

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
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## PART I – THE SCHEDULE

## SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

*SECTION B SPECIAL INSTRUCTIONS*

1. Offerors shall identify applicable Handling Costs (G&A, Overhead, or other indirect rate) associated with the respective Travel/Material/Relocation Costs.
2. With regard to Delivery Orders issued hereunder, the Contractor may vary the individual labor costs within the total labor costs. The Contractor may also vary the individual support costs (Travel, Material, Relocation) within the total support costs. However, in no event shall the contractor exceed the total not to exceed amount of the contract without prior written approval from the Contracting Officer.

*MINIMUM AND MAXIMUM QUANTITIES*

1. The minimum quantity is a total of **\$100,000** worth of delivery orders for the base and all option years inclusive.
2. The maximum quantity is the total time and material (T&M) ceiling amount which includes all CLINs specified at the time of award and any options that are exercised thereafter. The maximum quantity is not to be exceeded without the prior approval of the Contracting Officer.

\*NTE - Not To Exceed

\*\*NSP - Not Separately Priced

## SECTION C Descriptions and Specifications

### C.1 BACKGROUND

The Navy Lessons Learned System is the Navy's process for the collection and dissemination of all significant Lessons Learned (LL), Summary Reports, and Port Visit Reports (PVR) from maritime operations. The overall purpose of the system is to provide the Navy with an efficient means of identifying tactical and system deficiencies, tracking the resolution of these deficiencies, and propagating proven solutions to the fleet. Thus, a commander who encounters a problem during an operation can search the database to determine if it has happened in the past and how it was resolved. Perhaps the most important benefit of the system is the opportunity to learn lessons once.

This feedback includes lessons that identify problem areas, issues, or requirements, and, if known, suggested corrections to those deficiencies. Lessons may contain pertinent information concerning doctrine, tactics, techniques, procedures (TTP), and systems, or comment on a general document or process. Lessons may address the creation, update, or cancellation of existing doctrine, policy, organization, training, education, equipment or systems. Imbedded within NLLS is the Remedial Action Program (RAP). The RAP process in each theater identifies and tracks actions to correct deficiencies or shortcomings in existing doctrine, TTP, policy, organization, training, education, equipment or systems. NWDC posts the status of theater RAP actions on the NWDC SIPRNET and NLL CD-ROM set. NLLS utilizes the Universal Naval Task List (UNTL) to flag all validated lessons learned with the corresponding task(s). Currently, the NLLS enables users to submit comments on any report in the database. Comments are posted on the report for others to view, thus prompting further responses. One of the goals of the NLLS is to modify the comment capability as necessary, in order to facilitate the exchange of knowledge and experience between Fleet users, and to make the NLLS a true knowledge portal.

Recent military actions in the Persian Gulf, Bosnia, Somalia, etc. have reinforced the requirement for a standard Navy-wide system to collect and disseminate lessons learned. The scaling down of the Navy, as well as an increased emphasis on training, has also highlighted the need for readily accessible lessons learned data.

As a result of specific CNO direction and Fleet interest, the NLLS was developed. The Navy Warfare Development Command (NWDC), as the program manager for the NLLS, has the role of organizing the effort and obtaining the support required to continue to develop, and support the system. The system that emerged was designed around existing commercial software, which is compatible with standard personal computers in use by Fleet commands.

Key to the NLLS process is the idea that the Fleet approves and validates lessons learned prior to database insertion, thereby controlling the quality and validity of the database. To accomplish this, designated Fleet Management Sites were initially established at 15 locations (i.e. FLTCINCs, numbered Fleet Commanders and Centers of Excellence). It was subsequently decided that all inputs should filter through the 4 FLTCINCs (i.e. CINCLANTFLT, CINCPACFLT, CINCUSNAVEUR and COMUSNAVCENT) or their representatives.

Contractor analytical and technical support must be provided on-site at these, and other sites as required. This support requires Navy experience/expertise and analytical services for NLLS management as well as other related projects. In addition to the contractor support required at Fleet Management Sites, contractor support is also required at the Navy Warfare Development Command, Newport RI, which serves as the Central Collection and Distribution Site for the NLLS, the Navy Warfare Electronic Library (NWEL), and other significant projects.

Generally, the contractor support work required at NWDC is to:

- consolidate Lessons Learned and other tactical information submitted by the Fleet
- provide quality control/assurance of the Navy Lessons Learned Database (NLLDB)
- provide quality control/assurance for other products as defined by the COR
- prepare new releases of the NLLDB and other products as required
- distribute the new/revised products to the Fleet and other commands

## SECTION C Descriptions and Specifications (Cont'd.)

- provide systems development/programming support on-site at NWDC
- provide quality control/assurance for the NLLS SIPR and NIPRNET web sites

Contractor personnel will provide training to any Navy command that desires it.. This has been recently accomplished by providing training availabilities to various commands in Navy concentration areas. Development of an on-line computer based training methodology is a near term goal.

### **C.1.1 NLLS**

The current Navy Lessons Learned System allows Fleet users to create, manage and retrieve a variety of lessons learned reports which are compatible with the Joint Lessons Learned System. Additionally, the NLLS includes the Remedial Action Program, which is a identification/tracking function used to establish and monitor actions taken to resolve priority lessons learned.

One of the objectives of the NLLS is to cause the Navy to generate fewer lessons by providing Fleet wide access to a proactive system for the accomplishment of corrective actions and sharing of knowledge and experience. Therefore, the contractor needs to focus their efforts to actively support this objective, vice just collecting data.

The Navy Lessons Learned System operates on a standard IBM compatible PC equipped with off-the-shelf hardware, e.g. hard-drive, CD-ROM drive, web browser, etc. The primary software was developed in Oracle, SQLFORMS, C, C++ and Clipper.

There are four major parts to the NLLS organization: Input Sites and Retrieval sites, Fleet Management Sites (FMS), and a Central site (NWDC). Fleet units are both Input and Retrieval Sites. They are provided with software and training, if required, to create new lessons learned for submission to the Fleet Management Sites (FMS). The FMS coordinate approval and validation, by the respective Navy staff, and perform final formatting before the lessons are sent to the Central Collection and Distribution Site for incorporation into the NLLDB.

A Message Text Format (MTF) interface is included with the lessons learned generation software to facilitate a quick turn-around time, via regular message traffic, on submitted lessons learned. Additionally there is an on-line submission format. The Central Site provides Fleet units with a pre-created read-only, data base and retrieval software, on a quarterly basis.

The contractor supported Fleet Management Sites use a software system that permits input, update and data standardization of lessons learned through a forms-type screen entry. This software was developed using a software package called ORACLE (trademark) and is readily available on the commercial market. A Fleet Management Site also has Input/Retrieval Site capabilities.

### **C.2 SCOPE OF WORK**

The nature of the work to be performed under this Indefinite Quantity/Time and Material (IQ/T&M) type contract is technical and analytical support for the Navy Lessons Learned System. Under the technical direction of the Navy Warfare Development Command, the Contractor shall provide on-site support at designated FMS, at NWDC, at temporarily established management sites (in support of a Fleet Battle Experiment (FBE), etc.), or at a Contractor operated facility, as specified in delivery orders. The Contractor shall provide both an online, web based knowledge portal, and an offline system. Both systems shall provide the ability for Fleet users to seamlessly use the NLLS as



## SECTION C Descriptions and Specifications (Cont'd.)

a means to report observations, deficiencies and other items of interest related to fleet operations, exercises, and experimentation, and to retrieve and conduct trend analysis of NLLDB data and related data from a network of related knowledge portals. Also, the Contractor shall provide the ability for Fleet users to comment, and exchange ideas, on all items in the NLLDB. Additionally, the Contractor shall provide:

- Naval analytical/technical support for NLLS, to include experimentation
- NLLS maintenance, updating and distribution
- software development/distribution
- software revision and testing
- documentation/training materials associated with the system
- program administrative support
- periodic status reporting
- quality control and assurance
- administrative oversight for the Remedial Action Program.
- fleet liaison and training
- hardware/software functionality current with industry standards, to include incorporating the latest in industry standards and practices in the areas of Knowledge Management, Knowledge Portals and Graphic User Interface.
- web based, and offline, information dissemination and retrieval capability current with the latest industry methodology and practices

Note: The contractor shall ensure that all products (to include software) are the property of the U.S. Navy, that products are Fleet user oriented/intuitive, meet DON CIO and IT-21 standards (at a minimum), and are upgradeable.

The Contractor shall perform individual tasks in accordance with the general requirements for each of the major tasking areas described in Sections C.2 and C.3 hereto. These taskings are not all inclusive, as specific tasking will be delineated in the applicable delivery order statement of work. It should be emphasized the NLLS is in a developing state and will require periodic review and adjustment of the various elements, labor and software development for example, in order to maintain the degree of efficiency and flexibility desired by the Navy.

### **C.2.1 General Personnel and Corporate Resources**

The Contractor must possess the capability to provide personnel, corporate, and material resources sufficient to staff sites and conduct related NLLS and other significant functions, including:

- (1) Professional personnel with:
  - extensive and detailed knowledge of Naval operations capable of analyzing Naval operations/tactics
  - ability to develop/update NLLS program software
  - the capability of being positioned at each FMS and at the Central Collection and Distribution Site (NWDC)
  - the knowledge and capabilities for designing, developing and updating web based programs/software and knowledge portals
- (2) Project management personnel capable of organizing and directing complex projects.

## SECTION C Descriptions and Specifications (Cont'd.)

(3) The ability to upgrade the NLLS in order to incorporate the latest industry standards and practices in the areas of Knowledge Portals, Knowledge Management and Graphic User Interface.

(4) A corporate structure and facilities capable of providing required material and administrative support.

### **C.2.2 Program Management**

The Contractor shall assist in planning, managing and supervising the overall operation of the NLLS, and other significant systems, in accordance with assigned taskings. The Contractor shall also manage the software development and modification effort to ensure that objectives established by NWDC are met in priority order, that all products are fully documented, tested, integrated, of high quality, compatible with the Joint Lessons Learned System and distributed to the Fleet in a timely manner. The Contractor shall provide NLLS program management functions as specified by delivery order and/or requested by the designated NWDC COR. The

Contractor shall provide both an online, web based knowledge portal, and an offline system, which provide the ability for Fleet users to seamlessly use the NLLS as a means to report observations, deficiencies and other items of interest related to fleet operations, exercises, and experimentation, and to retrieve and conduct trend analysis of NLLDB data and related data from a network of related knowledge portals. These also include, but are not limited to, Fleet Battle Experiments, Limited Objective Experiments/Exercises, Wargaming and Modeling and Simulations. The Contractor shall ensure that experiment lessons learned submissions are immediately routed to the pertinent experiment data collection point at the same time they are submitted up the chain of command for validation/processing. The Contractor shall maintain the ability to separate the experimentation lessons learned from the main database and provide for controlled/limited access, as required.

#### **C.2.2.1 Long Range Planning**

The Contractor shall perform research and prepare recommendations to support long range project planning for the NLLS and other significant projects. Recommended changes to program procedure methodology, structure, hardware, software or labor shall be submitted to the NWDC COR. The NWDC COR will then consider the recommendations for incorporation into the NLLS or other projects Long Range Plans. The Contractor shall also prepare planning documents and or procedural instructions (e.g. NLLS Site Operator's Guide, NLLS User's Guide, etc.), as required. Documents prepared under this function shall be in accordance with paragraph C.11.1, Data Requirement AOO1.

#### **C.2.2.2 NAVY LL Program Management Meetings**

The Contractor shall conduct and/or attend project management meetings as tasked by the COR. Preparation of agenda and minutes, or summaries may be required. All such documents shall be submitted and approved by the NWDC COR prior to distribution. Documents prepared under this function shall be in accordance with paragraph C.11.2, Data Requirement AOO2. The following are examples of meetings that may require support/coordination:

- FBE LL planning and development meetings
- software configuration/modification meetings
- NLLS Executive Steering Committee Meetings. These meetings are used to evaluate program objectives and to coordinate system software and hardware configuration development efforts.

## SECTION C Descriptions and Specifications (Cont'd.)

- NLLS Program Reviews to discuss status of NLLS ongoing or future problem areas and long range planning
- working meetings as necessary.

### **C.2.3 Change Recommendation Process and Management**

The Contractor shall correct system anomalies reported by NLLS users and implement enhancements and development efforts suggested by the Fleet users and the NWDC Program Manager as approved/tasked by NWDC. The Contractor shall provide the ability for Fleet users to provide online or offline comments, queries or issues regarding the NLLS directly to the Central Management Site. The Contractor shall review Fleet submitted comments/queries/issues when received, recommend a task priority and provide an estimate of resources required to complete each task. The results of this review and estimation process shall be presented for NWDC review and approval. NLLS deficiencies that directly impair system operation shall take precedence over those that would be considered a program enhancement per NWDC direction and approval. In accordance with paragraph C.11.3, Data Requirement A003, the Contractor shall provide to NWDC a quarterly report on recommended software changes, prioritization, and estimated labor requirements. In addition, in accordance with paragraph C.11.4, Data Requirement A004, the Contractor shall maintain a current and proposed Trouble/Change Recommendation data base which will serve to document changes made, or to be made, to the system. This database will be cumulative to show an accurate audit trail of proposed and incorporated changes.

### **C.2.4 System and Documentation/Training Material Releases**

The NLLS has been, and will continue to be, a dynamic program, leveraging the latest technological innovations with the needs of the Fleet being foremost in determining system design and operation. Ensuring that the system incorporates technological hardware and software advances, the Contractor shall maintain both web based, and offline, software functionality current with the latest industry standards and practices, ensuring the product is Fleet user oriented/intuitive, meets DON CIO and IT-21 standards (at a minimum), and is upgradeable. The Contractor shall ensure that the latest in Knowledge Management practices are incorporated into the NLLS. The Contractor will continuously monitor the effectiveness of the NLLS to ensure that it serves program objectives, recommending changes and upgrades as required. When required, and approved by NWDC, system maintenance, development or upgrade shall be conducted to improve system operation. The contractor shall ensure that all software and software upgrades associated with the system are available to all Fleet users for upload both online and offline and that all software is the property of the U.S. Navy. All system maintenance, development or upgrades shall be approved by NWDC before the Contractor undertakes such effort. User's documentation/training materials shall also be maintained, developed or upgraded to parallel the system effort. The user's documentation/training materials will be written in a format that supports both electronic (on-line format) and printed media, that supports the novice NLLS user. Documentation/training materials shall be thorough in its content, clear in its presentation and specific in listing or stating all procedures required to successfully operate the system. Documentation style and format shall be consistent with NWDC guidance and Navy standards. Documentation/training materials shall be made available to the Fleet user both in an interactive online method and through electronic and/or printed media. The Contractor shall perform all functions necessary to prepare the final camera-ready copy of the documentation. The camera-ready copy shall be submitted to NWDC for review (in both hardcopy and magnetic media) prior to final delivery. New software or upgrades and associated documentation will under-go testing by the Contractor prior to fleet distribution. The contractor shall accomplish distribution of the NLLS to appropriate Fleet users after testing has been satisfactorily completed. All documentation performed will be in accordance with paragraph C.11.5, Data Requirement A005.

## SECTION C Descriptions and Specifications (Cont'd.)

### **C.2.5 NLLS and other systems update**

The Contractor shall routinely maintain/update the master system to include both the on-line database and the offline (releasable) database. The Contractor shall routinely maintain/update and duplicate the master system database for subsequent distribution to all users of the system. The frequency of update shall depend on the number of lessons learned received by the Central Collection and Distribution Site from the FMS but is envisioned as at least quarterly. The Contractor will merge incoming information into the master system and produce NLLS and other system releases for distribution. Included in each release will be a report summarizing the changes or revisions to that release. This shall include, but not be limited to, the number of new items in the release, number of items in the basic warfare areas, items resulting from a major exercise or contingency operation, revised system procedures/instructions and other items of special interest. This report shall be prepared by the Contractor and approved by the NWDC COR for release. Reproduction and distribution of certain types of releases, along with associated documentation, will be performed in accordance with paragraph C.11.6, Data Requirement A006.

### **C.2.6 Quality Assurance/Control**

Quality assurance/control of the entire system, both online and offline, including new releases, software and documentation, is of primary concern to ensure the accuracy and integrity of the system is not compromised. The Contractor shall establish and maintain a Quality Assurance/Control program to ensure that developmental, as well as update efforts, are conducted in a manner consistent with delivering high quality products. Testing of the system and documentation prior to distribution is considered an essential part of the overall Quality Assurance/Control approach. Documentation of software and required hardware modifications will be in keeping with latest industry standards and practices. All documentation performed will be in accordance with paragraph C.11.5, Data Requirement A005.

### **C.2.7 Deliverables**

Each delivery order will contain a specific Statement of Work (SOW) that defines the project scope and provides details on specific tasking requirements and deliverables required in accordance with the data requirements as described in paragraph C.11. Other deliverables that have not been stated may be required as a result of additional taskings. The delivery order will state the tasking and deliverable, the delivery date(s), quantity and distribution.

## **C.3 TASKING**

### **C.3.1 Central Collection and Distribution Site**

The Contractor shall provide qualified Senior Data Analyst(s) and/or Computer Programmer/Web Developer(s), with the requisite security clearance, to perform taskings associated with the NLLS and other tactically significant projects. These personnel will, in most circumstances, work on-site at the Government facility (NWDC) (space permitting), or at the Contractors facility as directed by the COR.

The number of analysts required to perform this function may change as the NLLS system matures, other sites come on-line, and other tactically significant systems come on-line. The primary function of the analyst(s) and programmer(s) is to maintain/update the master system and web site/knowledge portal, perform quality control/assurance on the system(s) and their contents, manage contract resources, and prepare/distribute new releases. Production of an update summary report to be distributed concurrently with the new releases and a report

## SECTION C Descriptions and Specifications (Cont'd.)

that denotes number of website “hits” and other pertinent web site tracking information as may be determined by the NWDC COR, is also a function of the analyst(s) at the Central Collection and Distribution Site. Additionally, the analyst(s) and programmer(s) will serve as the lessons learned coordinator for developing or inserting selected lessons learned produced by wargaming, Fleet Battle Experiments and other tactical information into the system(s), as required, upon approval by the COR. The analyst(s) will perform trend analysis and assist in tracking action items, as required. The contractor shall ensure that the submission/validation process identifies and links UNTLS/UJTLS associated with each report and provide the ability for Fleet users to seamlessly view the associated UNTLS/UJTLS. Providing system demonstrations and periodic system training to new site participants are also functions the analyst(s) may be expected to perform. The Contractor shall produce system releases for CD-ROM (or other media) in accordance with paragraph C.11.6, Data Requirement A006.

### **C.3.2 Fleet Management Site**

The Contractor shall provide qualified Senior Data Analysts, with the requisite security clearance, to perform taskings associated with Fleet Management Sites. Currently, there are five Fleet Management Sites at: CINCLANTFLT in Norfolk VA, CINCPACFLT in San Diego CA and Yokosuka Japan, CINCUSNAVEUR in Gaeta Italy, and at COMUSNAVCENT in Bahrain. Both the number and location of FMS, as well as the number of analysts at each site, could change as the NLLS and other significant systems mature. The primary function of the analysts at these sites is to receive inputs from Fleet users, interface with their Navy staff counterparts to validate/approve the data, formulate inputs as required, and submit input packages to the Central Collection and Distribution Site for subsequent merging into the master system. The analyst at each site will conduct liaison/interface directly with various commands and activities in carrying out taskings. The Contractor shall provide an Input package in accordance with paragraph C.11.7 Data Requirement A007. Lessons learned analysis reports or other reports related to the effort will be in accordance with paragraph C.11.8, Data Requirement A008. Taskings will include, but not be limited to, the following:

- Review lessons learned, Fleet Battle Experiment reports, exercise reports, operational sitreps and other materials as provided, to include supporting documentation in any electronic format, in order to extract, condense and summarize operational and tactical issues and procedures to formulate system entries.
- Format and load inputs into the appropriate system.
- Combine new and revised entries for submission to Central Collection and Distribution Site for inclusion in future releases.
- Review all entries for correctness, continued applicability, and trend analysis as required.
- Provide system training, as required, to Fleet units/users.
- Provide system demonstrations or training to Fleet units and/or users.
- Provide the Fleet, upon request, with hard copy data file extracts, trend analysis and other related reports on the system(s).
- Assist with the administration of the theater Remedial Action Program, as required.
- Attend working and planning meetings as required by the COR to support NLLS and other programs.

## SECTION C Descriptions and Specifications (Cont'd.)

### **C.3.3 Archives Review and Input**

The Contractor shall provide personnel, as tasked, to search, review, catalog, and format inputs derived from tactical document libraries/archives such as the Navy Warfare Electronic Library (NWEL) and other places where such documents are routinely sent for safekeeping and/or fleet access. This task is not envisioned to be continuous in nature, but one that will permit the flexibility to retrieve and input items that have resulted from past events/exercises/experiments/combat actions, etc., and are considered relevant for insertion. It is also envisioned that the contractor will be available to provide database searches on an as required basis to support FBE's, Doctrine development and TAC D&E project development. The Contractor shall ensure the system provides the capability for Fleet users to conduct data and trend analysis of the NLL database and related, networked databases, based on parameters specified by the user. The Contractor shall provide the capability for the Fleet user to retrieve/access data related to specific reports, or groups of reports, from a wide variety of web-based knowledge portals. The data retrieved shall be based on parameters specified by the user. The Contractor shall provide the capability for the Fleet user to conduct online searches, based on user determined search parameters, of combined service lessons learned, other related databases and knowledge portals. The Contractor shall produce data releases for CD-ROM (or other media) in accordance with paragraph C.11.8, Data Requirement A008.

### **C.3.4 System Training**

The Contractor shall provide system training to Fleet users upon request, and upon approval by the COR. This system training may be conducted at the Fleet Management Site, the Fleet unit site, or at the contractor facility. An analyst(s) thoroughly versed in the NLLS or appropriate system, will, as required, provide periodic refresher training to Fleet units. Another function of the analyst(s) is to provide advice and troubleshooting guidance to Fleet users and to ensure that system training and exposure is incorporated into standard Navy Training Courses throughout the Fleet. Additionally, working with the NWDC PAO, the Contractor shall provide articles and other types of public affairs items related to the NLLS for inclusion in the widest variety possible of U.S. Navy professional publications, magazines and newsletters, in either online, electronic or printed media.

### **C.3.5 Long Range Planning/Program Guidance**

The Contractor shall research, prepare and deliver a long-range plan to the Program Manager annually, or as requested by the COR. The plan shall be based on current and future program requirements.

The plan will, at a minimum, address software and hardware improvement plans, FBE/experimentation support plans and new technologies to support projected future requirements. Close coordination with Navy program managers and the COR is required to develop a meaningful plan that reflects Fleet feedback and the incorporation of innovative technologies and methods. Documents shall be prepared in accordance with paragraph C.11.1, Data Requirement A001.

### **C.3.6 Progress Reports**

The Contractor shall prepare monthly progress reports, submitted to NWDC COR, Contracting Officer and others specified in paragraph C.11.9, Data Requirement A009. Content and format shall be in accordance with the Progress Report Format, see Attachment J.2.

## SECTION C Descriptions and Specifications (Cont'd.)

### **C.3.7 Skill Maintenance**

The Contractor shall maintain the skill level of all key personnel assigned to the NLLS and other significant programs. Key personnel shall be provided appropriate training in the use of required system(s). Key personnel assigned to system development must be skilled in PC and Web based software/system development and must be provided training in the use of new development system software per the latest industry standards and practices.

### **C.3.8 Master Software, Hardware and Documentation**

The Contractor shall organize and maintain inventory/control of all master software, procedure files, system hardware, instructions and documentation. A copy of all software/documentation in both hardcopy and on magnetic media shall be provided to the COR. In addition, a duplicate inventory shall be maintained at the Contractor's facility. The inventory shall be such that at least the previous two (2) system updates/releases may be reproduced from masters in storage exactly as originally released. The contractor shall provide the ability for the Fleet user to submit any supporting documentation, in any electronic media, associated with a NLL report for inclusion in the database and to intuitively retrieve/access all supporting documents related to a report in the database and other related, networked databases.

### **C.3.9 System Analysis, Software Design, and Programming Support**

The Contractor shall perform system analysis software design and programming support for the maintenance, enhancement and development of the system software. The contractor shall be prepared to recommend and provide modifications to the standard NLL software to support Fleet requirements, to include FBE's and other tactically significant programs. The Contractor shall provide both an on-line and off-line user-friendly/intuitive software capability that enables Fleet users to create, submit, forward, download and upload NLL reports and supporting documentation in a seamless manner (i.e., user does not have to import/export/convert the report in order to save, edit and/or forward/submit). The Contractor shall provide the capability for the user to easily retrieve data from the NLL and related databases/knowledge portals based on content and context in addition to the word search capability. This System Analysis, Software Design, and Programming Support effort shall include the testing of the software and the training of Contractor personnel and others, as appropriate. Contractor personnel will continuously monitor the effectiveness of the software program, and when required, carry out actions to upgrade or completely revise program software and associated user's documentation. All software development or upgrades shall be approved by the NWDC COR before the Contractor undertakes such effort. The contractor shall provide the capability to conduct comprehensive website statistical and trend analysis for both NLL submissions and data access/retrieval to include, but is not limited to, the ability to ascertain which specific reports were accessed by specific units and the number of reports submitted by/to all management sites during any given period.

### **C.3.10 Fleet Liaison**

Contractor personnel shall be required to liaison with various commands and activities, to include NWDC, both on-site and off-site while performing systems related taskings. The ability of the personnel to successfully interact with Fleet representatives, contribute to NLLS and other systems related discussions, is essential to optimize system operation and foster a positive Fleet impression towards the system. The system relies on Fleet input, which will be largely influenced by the Fleet's perception and enthusiasm for the NLLS, or other related systems, capability. The contractor shall proactively ensure that there is an electronic link to the NLL website on every Navy and Marine Corps website on the NIPR/SIPRNET. All Contractor visit requests shall be submitted to, and signed by, the COR.

## SECTION C Descriptions and Specifications (Cont'd.)

### **C.3.11 NLLS and other System Product Distribution**

The Contractor shall coordinate the distribution of new releases, software, user documentation, hardware, spare parts, consumable supplies and other materials as called for, to appropriate Fleet sites as required, subject to COR approval. Contractor shall provide, as required, an appropriate web based distribution method. The Contractor shall provide the capability for Fleet users, Centers of Excellence and other qualified subject matter experts to provide real-time comments and conduct discussions on all individual NLLS items, to include all reports and RAP items. The Contractor shall provide the capability for the user to easily retrieve NLL reports that apply to the distinct levels of warfare to include the National, Strategic, Operational and Tactical levels.

### **C.3.12 Administrative and General Support**

Contractor personnel shall provide administrative support to carry out system related functions. This support consists of, but is not limited to, document preparation, arranging meetings, Contractor travel, security, correspondence/software courier, mailing or shipping, editing, and various media reproduction.

### **C.3.13 GFE Inventory**

The Contractor shall maintain inventory of all Government Furnished Equipment and submit inventory reports as requested by the COR. The Contractor shall take appropriate measures to ensure the security and safe operation of all GFE.

Upon completion of a specific tasking (requiring a GFE) or at the termination of this contract, the Contractor shall return all GFE to the Government. The inventory shall be performed in accordance with paragraph C.11.10, Data Requirement A010.

### **C.3.14 Program Guidelines/Instructions**

The Contractor shall prepare, as directed by the COR, other program documents, procedural guides or instructions to support program operation. Documents prepared under this tasking shall be submitted in accordance with paragraph C.11.11, Data Requirement A011.

## **C.4 MANPOWER REQUIREMENTS**

It is anticipated that Key Personnel will be required to perform the tasking herein with the following qualifications. The stated qualifications are the minimum required to be considered for contract award.

### **C.4.1 Project Manager (Key Personnel)**

A core person stationed at or near NWDC. The Project Manager shall function as the Contractor's single point of contact for all contractual, administrative and personnel related aspects of this contract. The Project Manager shall have a professional background and experience in planning, supervising and managing systems development. The project manager shall have at least a bachelor's degree and hold the requisite security clearance. Background, experience and knowledge that relate to the conduct of Naval operations along with a familiarity with Naval post operational/lessons learned reports are highly desirable.



## SECTION C Descriptions and Specifications (Cont'd.)

The person proposed for this position shall have demonstrated experience in project management, systems development and maintenance. Experience in the management of a mid-sized, complex and dynamic information system is also desirable. The Project Manager shall be at a minimum familiar with and have operated the commercial software programs known as MS DOS and MS Office (Trademark of Microsoft) ORACLE (Trade-mark of Oracle Corp.) and other software compatible with IT-21 standards. Demonstrated experience in the operation of an equivalent relational data base software system will receive appropriate consideration. The person shall be able to provide current, fully burdened expenditure rate data for all work, including subcontractors and consultants, as required by NWDC COR.

The Project Manager shall have a professional background and experience in planning, supervising and managing a professional staff engaged in the operation of a system similar to the Navy Lessons Learned System. His experience shall include work functioning as a manager with technical, budget and personnel responsibilities for a least three years. Experience and management ability is considered more important than advanced academic degrees.

### **C.4.2 Senior Data Analyst (Key Personnel)**

The Senior Data Analyst is the heart of the NLLS and other significant system(s). This person, whether assigned to perform work at the Central Collection and Distribution Site, or at one of the Fleet Management Sites, will be working independently, and yet very closely with the Fleet.

The person shall hold the requisite security clearance, and have as a minimum a bachelor's degree and experience in responsible work, which demonstrates abilities and aptitudes required to effectively carry out assigned tasks. The nature of the work and composition of the information being managed (e.g. contains lessons learned from various Naval warfare areas) requires the Senior Data Analyst to have Naval operational experience and broad scope knowledge and understanding of Naval operations to successfully perform associated taskings. Personnel need to be able to understand and correctly interpret discussions of operations in order to ensure correct coding of entries and to facilitate clarifications or elaboration of the write-ups with Fleet personnel. The Senior Data Analyst shall be capable of evaluating new information and performing updates to the existing information. Naval Staff exposure as well as a solid understanding of tactical operations, training and readiness is required. The Senior Data Analyst shall clearly possess the ability to organize work tasks, collect information, categorize information, track and obtain approval of information from Fleet representatives, conduct detailed analysis of submitted information, author related reports and interface directly and comfortably with senior Fleet representatives. The Senior Data Analyst shall be, at a minimum, familiar with and have operated the commercial software programs known as MS DOS and MS Office (Trademark of Microsoft) ORACLE (Trade-mark of Oracle Corp.) and other software compatible with IT-21 standards.

### **C.4.3 Computer Systems Programmer/Web Developer (Key Personnel)**

A core person(s) stationed at or near NWDC. Computer Systems Programmer/Web Developer shall have the requisite security clearance, and as a minimum, a bachelor's degree in computer science, and a professional working knowledge, background and experience in software and web related development and maintenance. The person shall be skilled on PC micro-computers and at a minimum be familiar with and have operated the commercial software programs known as MS DOS and MS Office (Trademark of Microsoft) ORACLE (Trade-mark of Oracle Corp.), web development software and other current off the shelf products that facilitate knowledge based management principles, and are compatible with IT-21 standards. The Computer System Analyst/Programmer shall demonstrate knowledge and experience in working with various computer programming languages, and be able to

## SECTION C Descriptions and Specifications (Cont'd.)

perform original software development programming and modify existing software routines, using web based principles and development standards. The Computer Systems Programmer/Web Developer shall be able to function as a "webmaster" for the NLL Knowledge Portal. This includes the ability to program in current web languages to include, but not limited to, SQL, JAVA, and HTML.

### **C.4.4 Document Specialist (Key Personnel)**

A core person(s) stationed at or near NWDC. Document Specialist shall hold the requisite clearance, and primarily support the documentation task area. This area includes documentation preparation, editing and reproduction support for taskings related to NLLS and other systems documentation. The Documentation Specialist shall write/develop new documentation and maintain existing documentation. The Documentation Specialist shall be able to type rapidly and accurately in accordance with standard commercial practice, and shall have editing skills including text organization, style editing, punctuation, grammar and spelling.

The Documentation Specialists shall be knowledgeable in use of current IT-21 standard editing and documentation software.

### **C.4.5 Support Staff (Key Personnel)**

Qualified personnel, with the requisite clearance, shall be available to support the operation of the NLLS system. Clerical, facility and personnel security, ADP security, and packaging/shipping are examples (not inclusive) of the type personnel required to support this contract. Clerical support shall be required to perform various tasks such as monthly status reports, routine correspondence, data base revision summaries and certain software documentation. Other personnel will be required to manage the preparation, handling and shipping of software and other materials to the various NLLS sites. Personnel experienced in contractor facility and personnel security matters and regulation is required. Knowledge of ADP security procedures, classified material packaging and experience in arranging shipments both commercially and via the military transportation system are required. Courier personnel with appropriate clearances and authority to carry classified material to and from NLLS sites are required.

## **C.5 TRAVEL COST ESTIMATES**

Travel will be required as necessary under individual delivery orders to carry out taskings interface with Naval commands and to attend NLLS and other project related meetings/conferences. Actual travel requirements will be specified in each delivery order, however, for pricing purposes, travel costs of \$45,000 per year are to be used for the base (two years) and three option years.

## **C.6 MATERIAL COST ESTIMATES**

Material costs will vary from delivery order to delivery order depending on system growth and the amount of development and documentation that results. The Government will provide most required hardware and software used by the Contractor. Supplies, postage, packaging, shipping and other program related items will be provided by the Contractor and billed to this contract as appropriate. The Contractor must obtain approval for all material purchases from the COR. Any purchases greater than \$2000 must be approved by the Contracting Officer in writing. For pricing purposes, material costs of \$35,000 per year are estimated.

## SECTION C Descriptions and Specifications (Cont'd.)

### **C.6.1 Contractor Acquired - Government Owned Material**

The Contractor may be required by the Government to acquire equipment and software in performance of this contract. Such equipment and software shall be "contractor acquired - government owned."

### **C.7 RELOCATION COST ESTIMATES**

Relocation costs are authorized only for those Senior Data Analysts positions located in Bahrain, Gaeta, IT, and Yokosuka, JA. Relocation costs shall be negotiated on an individual basis for any delivery order issued for Bahrain, Gaeta, or Yokosuka. For pricing purposes, relocation costs of \$90,000 is to be used for the base requirement, and each of the option year requirements are estimated.

### **C.8 PERIOD OF PERFORMANCE**

The period of performance for this contract consists of a base period (2 years) and three one year option periods. The Government reserves the right not to exercise successive option years and the Contractor agrees to provide the equivalent level of support during the option years as in the base period.

### **C.9 WORK AREAS**

**C.9.1** The Government will designate contractor work areas at FMS and/or at NWDC as required to perform taskings associated with this contract. The contractor shall maintain these areas in conformance with standard Navy regulations and procedures. The Government shall provide access to office materials, files, safes, and computers as required for the tasks to be performed under this contract.

**C.9.2** Long distance telephone service on government phones for the purpose of personal calls is not included as Government Furnished material, and is the financial responsibility of the contractor and cannot be charged against this contract. Contractors working at Government facilities will be provided telephones for the purpose of conducting business related to this contract.

### **C.10 SECURITY OF PERFORMANCE**

The Contractor will be provided classified storage when working at a Government facility. The Contractor shall have, or be able to obtain prior to beginning work, a SECRET facility clearance and a SECRET storage clearance at the Contractor's facility. Personnel working on this contract shall possess the appropriate DoD clearance as required for the delivery ordered tasking. Personnel working on or with the NLLS or source material shall require a final SECRET clearance. Because of the classified data involved in the Navy Lessons Learned System and therefore a requirement to safeguard such data, the Contractor and assigned personnel shall be knowledgeable of all applicable DOD/Navy/DIS security regulations, directives, guidelines and procedures.

SECTION C Descriptions and Specifications (Cont'd.)

**C.11 PERSONNEL TRAINING**

The Contractor is responsible for training personnel and maintaining their proficiency. Prior to beginning of performance of the tasks specified in this contract, the contractor shall train new personnel to be utilized in performance of the specified tasks. Any costs associated with training personnel shall be factored into the cost proposal. **All personnel associated with this contract are considered Key Personnel** and the contractor will submit resumes for all personnel for COR approval prior to billing to any contract labor category. The contractor must ensure that each person provided (by name) has been adequately trained and is competent to perform the tasks to which assigned.

**C.12 DELIVERABLES**

Each delivery order will contain a specific Statement of Work (SOW) which defines the project scope and provides details on specific tasking requirements and deliverables required in accordance with the data requirements as described in the following subparagraphs.

**C.12.1 DATA REQUIREMENT A001 LONG RANGE PLANNING DOCUMENTATION**

System long-range planning documentation is submitted annually, or as requested by the COR. The documents will project future system labor, travel, material, equipment, development and funding requirements, as well as plans for suggested upgrades and modifications to the system and overarching process.

**C.12.2 DATA REQUIREMENT A002 MEETING AGENDA/MINUTES**

Agenda and minutes of meetings are submitted as required to document issues, opinions/positions, actions and guidance regarding the program.

**C.12.3 DATA REQUIREMENT A003 SOFTWARE CHANGE RECOMMENDATIONS**

The Software Change Recommendation Report is submitted quarterly or as requested by the COR for subsequent discussion/deliberation. The report will contain both Contractor and Fleet change recommendations, an evaluation of each change recommendation, labor/cost estimates and change recommendation priority. It shall also contain plans for suggested upgrades and modifications to the system and overarching development and management process.

**C.12.4 DATA REQUIREMENT A004 TROUBLE/CHANGE RECOMMENDATION DATA BASE**

The Trouble/Change Recommendation Data Base will provide a means of recording submitted change recommendations or programmatic problem areas as well as a listing of what changes were made to software or user's documentation. The Contractor shall maintain this database, but shall make it immediately available to the COR upon request.

SECTION C Descriptions and Specifications (Cont'd.)

**C.12.5 DATA REQUIREMENT A005 NEW/REVISE SOFTWARE PROGRAM/  
DOCUMENTATION RELEASE**

New or revised software programs and user's documentation/training materials shall be produced and distributed as required, upon approval by the COR. At a minimum, this will be done quarterly. It will be provided both in hardcopy and electronic media. All source files, libraries, graphics, text and development files will be included.

**C.12.6 DATA REQUIREMENT A006 NEW SYSTEM RELEASES**

The Contractor shall produce an update to the NLLS and other tactically significant systems, in the appropriate media, at least every 90 days and distribute the update to all approved users. As part of this deliverable, the Contractor shall prepare and distribute a hardcopy/electronic media report summarizing the changes or revisions being made to the database.

The contractor shall regularly update the on-line database, envisioned at least on a weekly periodicity, with updated information. The contractor shall provide, on both electronic and printed media, a report that denotes number of website "hits" and other pertinent web site tracking information as defined by the COR.

**C.12.7 DATA REQUIREMENT A007 FLEET MANAGEMENT SITE INPUT PACKAGE**

Contractor personnel working at the Fleet Management Sites will produce an Input Package at least every 30 days and more frequently, if required by the COR, and submit to the Central Collection and Distribution Site.

**C.12.8 DATA REQUIREMENT A008 LESSONS LEARNED ANALYSIS AND DATA BASE  
RELATED REPORTS**

As required, the Contractor shall produce lessons learned analysis reports, trend analysis reports and other system-related reports to support OPNAV, NWDC or Fleet requirements. These reports will be on an "as occurring basis" with specific requirements and due dates established when the exact tasking becomes known.

**C.12.9 DATA REQUIREMENT A009 CONTRACTOR'S PROGRESS, STATUS AND  
MANAGEMENT REPORT**

The Contractor's Progress, Status and Management Report indicates the progress of work, status of the project and the assigned tasks, reports costs, and also inform of existing or potential problem areas. This report contains a separate status and financial part, and is submitted monthly to the COR. The Progress Report Format is provided, see Attachment J.2.

**C.12.10 DATA REQUIREMENT A010 GFE INVENTORY**

The Contractor shall provide the COR an inventory of Government Furnished Equipment at least every six months or more frequently if requested by the COR.

SECTION C Descriptions and Specifications (Cont'd.)

**C.12.11 DATA REQUIREMENT A011 PROGRAM GUIDELINES AND INSTRUCTIONS**

The Contractor shall provide, as directed by the COR, draft documents regarding the overall programmatic operation of the system. Documents prepared under paragraph C.3.14 tasking may include informal procedural guidelines or more formal documentation, which may become, after review and approval, Navy program instructions or directives.

## SECTION D Packaging and Marking

### MARKING OF SHIPMENTS (COMMERCIALY PACKAGED ITEMS)

Marking shall be in accordance with ASTM Designation D 3951-90, "Standard Practice for Commercial Packaging."

### MARKING OF CLASSIFIED SHIPMENTS

- (a) Outer containers will not disclose the name of classified matter contained within the envelope or package, even though the name itself may not be classified.
- (b) If it is necessary that the outer container include or have attached thereto a list of the contents, unclassified code numbers or generic terms shall be used which will not disclose the specific contents.

### MARKING OF CONTRACTOR REPORTS

The Contractor shall prominently display on the cover of the final report the following information:

- (a) Name and business address of contractor.
- (b) Contract and delivery order number.
- (c) Contract delivery order dollar amount.
- (d) Whether or not the contract was competitively awarded.
- (e) Contracting Officer Representative (COR) name, code and activity.

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-6	Inspection--Time-And-Material And Labor-Hour	JAN 1986
252.246-7000	Material Inspection And Receiving Report	DEC 1991

INSPECTION AND ACCEPTANCE (DESTINATION)

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.



SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I  
52.247-34 F.O.B. Destination

APR 1984  
NOV 1991

DELIVERY OF DATA

Place and time of delivery of data shall be as specified in the Delivery Order and in accordance with Section C.12 of the Schedule.

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE:

252.242-7000 Postaward Conference

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

CONTRACT ADMINISTRATION PLAN

(a) In order to expedite administration of this contract, the following delineation of functions is provided. The individual/position designated as having responsibility should be contacted for any questions, clarifications, or information regarding the administration function specified. The names, addresses and phone numbers for these individuals or offices are as follows:

*Procuring Contracting Officer (PCO):*

Name: Ms. Renee Cairo-Iocco, or any Warranted NSWCCD Contracting Officer  
Address: Code 3324  
Naval Surface Warfare Center,  
Carderock Division  
9500 MacArthur Boulevard  
West Bethesda, MD 20817-5700  
Phone: (301) 227-5818 / 5812

*Administrative Contracting Officer (ACO):*

Address: TBD At Contract Award

*Paying Office:*

Address: TBD At Contract Award

*Contracting Officer's Representative (COR):*

Name: TBD At Contract Award  
Address:

SECTION G Contract Administration Data (Cont'd.)

(b) **Procuring Contracting Officer (PCO)** should be contacted for general information and shall perform the following functions:

- (1) Designates the COR. NOTE: COR authority is not redelegable.
- (2) Provide administrative changes to the contract administration plan.
- (3) Maintains the official contract file, ensuring contract ceiling is not exceeded.

(c) **Administrative Contracting Officer (ACO)** should be contacted for inquiries/information pertaining to matters specified in FAR 42.302 and DFAR 42.302, except in those areas specifically designated below as the responsibility of the COR.

(d) **Paying Office** should be contacted for inquiries/information with regard to payment of those vouchers approved by the PCO.

(e) **Contracting Officer's Representative (COR)** should be contacted for inquiries/information pertaining to the following functions:

(1) The COR will act as the Contracting Officer's Representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not a Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract.

(2) Technical advice regarding estimated level of effort and labor mix and/or the cost and need for materials, travel, equipment, etc. for any modifications.

(3) Issues technical instructions, ensuring that each technical instruction is within the scope of the contract.

(4) Reports on the contractor's performance and lessons learned.

(5) Certification of the Certificate of Performance/invoice.

(6) Inspection and/or acceptance of the services/deliverables as the official Government representative.

(f) It is emphasized that only the Contracting Officer (either PCO or ACO) has the authority to modify the terms of the contract; therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. When/if, in the opinion of the contractor, any effort outside the existing scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action must be taken by the contractor unless the PCO or ACO has issued a contractual change.

ADDRESS TO WHICH PAYMENT SHALL BE MADE

Offeror shall indicate in the space provided below the address to which payment should be mailed, if such address is different from that shown for the offeror.

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DELEGATION OF AUTHORITY FOR CONTRACT ADMINISTRATION

The Administrative Contracting Officer (ACO) of the cognizant Defense Contract Management Command is designated as the authorized representative of the Contracting Officer for purposes of administering this contract in accordance with FAR 42.3. However, in view of the technical nature of the supplies and services to be furnished, technical cognizance is retained by the Naval Surface Warfare Center, Carderock Division.

SECTION G Contract Administration Data (Cont'd.)

AUTHORITY FOR DEOBLIGATION OF UNEXPENDED AND EXCESS DOLLAR BALANCES

Authority is delegated to the Administrative Contracting Officer to execute contract modifications providing for deobligation of excess funds.

**5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)**

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and copies, to the contract auditor\* at the following address:

**To Be Determined at Contract Award**

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to the following:

*Contracting Officer's Representative (COR):*

**To Be Determined at Contract Award**

*Procuring Contracting Officer (PCO):*

Name: Ms. Renee Cairo-Iocco, or any Warranted NSWCCD Contracting Officer  
Address: Code 3324  
Naval Surface Warfare Center,  
Carderock Division  
9500 MacArthur Boulevard  
West Bethesda, MD 20817-5700  
Phone: (301) 227-5818 / 5812

Following verification, the contract auditor\* will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than calendar days between performance and submission of an interim payment invoice.

SECTION G Contract Administration Data (Cont'd.)

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report", **is required only with final invoice.**

(f) A Certificate of Performance **is not required.**

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

(i) When a vendor invoice for a foreign currency is provided as supporting documentation, the Contractor shall identify the foreign currency and indicate on the vendor invoice the rate of exchange on the date of payment by the Contractor. The Contractor shall also attach a copy of the bank draft or other suitable documents showing the rate of exchange. The contractor shall provide an English translation if the vendor invoice is written in a foreign language.

## SECTION H Special Contract Requirements

### CLAUSES INCORPORATED BY FULL TEXT

#### GOVERNMENT FURNISHED MATERIAL (GFM)

Within three weeks of contract award, the Government will furnish the following to the Contractor:

- a. Program software and user's documentation.
- b. Computer and peripheral equipment to operate Fleet Management Sites and NWDC, as required.
- c. Office space and secure storage at Fleet Management Sites and NWDC, as required.

Additionally, individual Delivery Orders may also identify any GFM required for performance, on an as needed basis.

#### SECURITY CLASSIFICATION

The highest classification applicable to the performance of the effort under this contract will be SECRET. The provisions of the Military Security Requirements Clause of the General Provisions will govern the Contractor and Contractor's personnel. The Contract Security Classification Specifications are set forth in DD Form 254, which is an attachment hereto.

#### PAST PERFORMANCE ASSESSMENT (SERVICES, INFORMATION TECHNOLOGY OR OPERATIONS SUPPORT) (APR 2000)

(a) The contractor, in performing this contract, will be subject to a past performance assessment in accordance with FAR 42.15, the Department of the Navy Contractor Performance Assessment Reporting System (CPARS) Guide (herein referred to as the Navy CPARS Guide), and the CPARS Users Manual in effect on the date of award. All information contained in this assessment may be used, within the limitations of FAR 42.15, by the Government for future source selection in accordance with FAR 15.304 when past performance is an evaluation factor for award. The assessment (herein referred to as the Contractor Performance Assessment Report (CPAR)) will be prepared by government personnel and reviewed by contractor personnel, via on-line, at the CPARS Web Site <http://www.nslcptsmh.navsea.navy.mil/cparmenu.htm>. The CPAR will be prepared on an annual basis as determined by the Contracting Officer, with interim and final assessments as prescribed by the Navy CPARS guide. The Navy CPARS guide, the CPARS Users Manual and additional CPARS information can be found at the above CPARS Web Site.

(b) Access to the CPAR will require user id/passwords which will be provided to the contractor prior to the initial report due date. Utilizing the user id/passwords, contractor personnel will be able to review the CPAR and will have a 30-calendar-day period in which to agree/disagree with the ratings, enter comments, rebut statements or add information on an optional basis. After contractor input or 30 days from the date of government notification of CPAR availability, whichever occurs first, the CPAR will be reviewed by the government. The government will have the option of accepting or modifying the original ratings. The contractor will then be notified when the completed CPAR is posted in the CPARS web site. The CPAR is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedure described above and in the Navy CPARS Guide.

(c) The contractor will be assessed on the following elements:

(1) *Quality of Product or Service*: Compliance with contract requirements, contract specifications and to standards of good workmanship.

(2) *Schedule*: Contractor's timeliness in completing contract or task order milestones, delivery schedules, and administrative requirements.

SECTION H Special Contract Requirements (Cont'd.)

(3) *Cost Control (Not required for FFP or FFP/EPA)*: The contractor's effectiveness in forecasting, managing, and controlling contract cost.

(4) *Business Relations*: The integration and coordination of all activity needed to execute the contract, specifically;

(A) Timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals;

(B) The contractor's history of reasonable and cooperative behavior;

(C) Customer satisfaction;

(D) Timely award and management of subcontracts;

(E) Success in meeting or exceeding small/small disadvantaged and women-owned business participation goals.

(5) *Management of Key Personnel (Not Applicable to Operations Support)*: The contractor's performance in selecting, retaining, supporting, and replacing, when necessary, key personnel.

(6) *Other Areas (If applicable)*:

(d) The following adjectival ratings and criteria shall be used when assessing all past performance elements:

(1) *Dark Blue (Exceptional)*. Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

(2) *Purple (Very Good)*. Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

(3) *Green (Satisfactory)*. Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

(4) *Yellow (Marginal)*. Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

(5) *Red (Unsatisfactory)*. Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

## SECTION I Contract Clauses

### CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	OCT 1995
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printing/Copying Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	OCT 2000
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	JAN 1997
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996



52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	MAR 2000
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	JUN 1997
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-3	Penalties for Unallowable Costs	OCT 1995
52.242-13	Bankruptcy	JUL 1995
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.244-6	Subcontracts for Commercial Items and Commercial Components	OCT 1998
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6 Alt IV	Termination (Cost Reimbursement) (Sep 1996) - Alternate IV	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	MAR 2000
252.204-7005	Oral Attestation of Security Responsibilities	AUG 1999
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7012	Preference For Certain Domestic Commodities	AUG 2000
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997

252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.242-7004	Material Management And Accounting System	SEP 1996
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from:

##### CLIN

##### ORDERING PERIOD

##### Base Requirement

0001 - 0017

1 – 24 months ADC

##### Optional Requirements (if exercised by contract modification)

0018 - 0034

25 – 36 months ADC

0035 - 0051

37 – 48 months ADC

0052 - 0068

40 – 60 months ADC

ADC = After Date of Contract

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

#### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$2500**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$500,000**;

(2) Any order for a combination of items in excess of **\$1,500,000**; or

(3) A series of orders from the same ordering office within **ten (10)** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

SECTION I Contract Clauses (Cont'd.)

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within ten (10) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six (6) months from the date of Contract expiration.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor anytime prior to the expiration of the current performance period; provided that the Government gives the Contractor written notice of its intent to extend anytime prior to the expiration of the current performance period.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of clause)

SECTION I Contract Clauses (Cont'd.)

52.244-2 SUBCONTRACTS (AUG 1998)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

**TBD At Contract Award**

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

SECTION I Contract Clauses (Cont'd.)

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

SECTION I Contract Clauses (Cont'd.)

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

**TBD At Contract Award**

(End of clause)

**52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986) (DEVIATION)**

(a) Government-furnished property.

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title. (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

SECTION I Contract Clauses (Cont'd.)

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss. (1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all

SECTION I Contract Clauses (Cont'd.)

Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The Contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

- (i) The lost, destroyed, or damaged Government property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the Government property is a part; and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property;



SECTION I Contract Clauses (Cont'd.)

provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) Abandonment and restoration of Contractor premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "**Acquisition** savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

SECTION I Contract Clauses (Cont'd.)

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

SECTION I Contract Clauses (Cont'd.)

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

SECTION I Contract Clauses (Cont'd.)

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

Government/Contractor Shares of Net Acquisition Savings  
[Figures in percent]

Sharing arrangement				
Contract type	Incentive (voluntary)	Program requirement (mandatory)		
	Concurrent and Instant future contract contract rate	Concurrent and Instant future contract contract rate	Concurrent and Instant future contract contract rate	Concurrent and Instant future contract contract rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts).....	\1\ 50/50	\1\ 50/50	75/25	75/25
Incentive (fixed-price or cost) (other than award fee).....	(\2\)	\1\ 50/50	(\2\)	75/25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive contracts).....	\3\ 75/25	\3\ 75/25	85/15	85/15

\1\ The contracting officer may increase the contractor's sharing rate to as high as 75 percent for each VECP. (See 48.102(g) (1) through (7).)

\2\ Same sharing arrangement as the contract's profit or fee adjustment formula.

\3\ The contracting officer may increase the contractor's sharing rate to as high as 50 percent for each VECP. (See 48.102(g) (1) through (7).)

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

SECTION I Contract Clauses (Cont'd.)

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

SECTION I Contract Clauses (Cont'd.)

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract . . . . . , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>  
<http://farsite.hill.af.mil/>  
<http://www.acq.osd.mil/dp/dars/>

SECTION I Contract Clauses (Cont'd.)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

SUBSTITUTION OR ADDITION OF KEY PERSONNEL (JUN 1996) (NSWCCD)

(a) The contractor agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required by Section L of the solicitation to fill the requirements of the contract. No substitutions or additions of personnel shall be made except in accordance with this provision.

**LABOR CATEGORY**

**KEY PERSONNEL**

**TBD at Contract Award**

**TBD at Contract Award**

(b) The contractor agrees that during the first 180 days of the contract performance period, no personnel substitutions or additions will be permitted unless such substitutions or additions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions or additions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution or addition. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution or addition, and a complete resume, including annual salary, for the proposed substitute or addition as well as any other information required by the Contracting Officer to approve or disapprove the proposed substitution or addition. All proposed substitutes or additions (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced or the average qualifications of the people in the category which is being added to.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and/or addition of personnel and promptly notify the contractor, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery/task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

SECTION I Contract Clauses (Cont'd.)

AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JUN 1996) (NSWCCD)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Name: Ms. Renee Cairo-Iocco, or any Warranted NSWCCD Contracting Officer  
Address: Code 3324  
Naval Surface Warfare Center,  
Carderock Division  
9500 MacArthur Boulevard  
West Bethesda, MD 20817-5700  
Phone: (301) 227-5818 / 5812



SECTION J List of Documents, Exhibits and Other Attachments

ATTACHMENT	TITLE	PAGES
J.1	DD Form 254, Contract Security Classification	2
J.2	Progress Report Format	3

SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payment To Influence Certain Federal Transactions	APR 1991
52.219-22	Small Disadvantaged Business Status	OCT 1999
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7003	Compliance With Veterans' Employment Reporting Requirements	MAR 1998
252.227-7028	Technical data or computer software previously delivered to the government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [ ] has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

SECTION K Representations, Certifications and Other Statements of Offerors (Cont'd.)

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

-----  
Place of performance (street      Name and address of owner and  
address, city, state, county, zip      operator of the plant or facility  
   code)      if other than offeror or respondent  
-----

\_\_\_\_\_  
\_\_\_\_\_  
-----

SECTION K Representations, Certifications and Other Statements of Offerors (Cont'd.)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000) ALTERNATE I (OCT 2000) & ALTERNATE II (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 8711.

(2) The small business size standard is \$20 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124-1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It \_\_\_\_ is, \_\_\_\_ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It \_\_\_\_ is, \_\_\_\_ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

SECTION K Representations, Certifications and Other Statements of Offerors (Cont'd.)

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_ Individual/concern, other than one of the preceding.

(c) Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

SECTION K Representations, Certifications and Other Statements of Offerors (Cont'd.)

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) ☐ It has, ☐ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-

SECTION K Representations, Certifications and Other Statements of Offerors (Cont'd.)

Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

52.227-6 ROYALTY INFORMATION (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

SECTION K Representations, Certifications and Other Statements of Offerors (Cont'd.)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official  
Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.



SECTION K Representations, Certifications and Other Statements of Offerors (Cont'd.)

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal  
Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

( ) The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

SECTION K Representations, Certifications and Other Statements of Offerors (Cont'd.)

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

( ) YES ( ) NO

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-3 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$500,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE  
(SEP 1999)

(a) Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications. (1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c) (2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

\_\_\_\_\_  
(List only qualifying country end products.)

SECTION K Representations, Certifications and Other Statements of Offerors (Cont'd.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number

Country of Origin (If known)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.215-1	Instructions to Offerors--Competitive Acquisition	FEB 2000
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.237-10	Identification of Uncompensated Overtime	OCT 1997
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be **DO rated order** certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Delivery/Indefinite Quantity (IDIQ), Time-and-Material (T&M) type contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

*Procuring Contracting Officer (PCO):*

Name: Ms. Renee Cairo-Iocco, or any Warranted NSWCCD Contracting Officer  
Address: Code 3324  
Naval Surface Warfare Center,  
Carderock Division  
9500 MacArthur Boulevard  
West Bethesda, MD 20817-5700  
Phone: (301) 227-5818 / 5812

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

SECTION L Instructions, Conditions and Notices to Bidders (Cont'd.)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>  
<http://farsite.hill.af.mil/>  
<http://www.acq.osd.mil/dp/dars/>

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

SINGLE AWARD FOR ALL ITEMS (JUN 1996) (NSWCCD)

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

PROPOSAL PREPARATION REQUIREMENTS

a. Request offerors prepare their proposals in accordance with the following organization, content and format requirements to assist the Government in making a complete and thorough evaluation of all proposals. Proposals shall be submitted as three separate documents, as follows:

<u>Documents</u>	<u>Original</u>	<u>Copies</u>
Solicitation, Offer and Award Document (SF-33)	1	2
Technical Proposal	1	4
Cost Proposal	1	4

The "originals" shall be clearly identified as the "ORIGINAL", and bear the original signature(s) of the offeror. The "copies" shall be complete and clearly identified as "COPY" or "DUPLICATE".

In order to facilitate the evaluation process, it is requested that offerors also submit their cost proposal spreadsheets on diskette (in addition to the hard copy requirements stated above). Diskettes shall be in 3.5 inch, high-density format, and it is requested that the spreadsheet files be compatible with Windows NT version 4.0, Excel 97 Version SR-2. The provision of these spreadsheet files on diskette in no way relinquishes the offerors responsibility to provide hard copies of the cost proposal.

SECTION L Instructions, Conditions and Notices to Bidders (Cont'd.)

Upon request, the offeror may obtain one copy of the NLLS unclassified database (contained on one CD-ROM disk) by sending a written request, on company letterhead, along with a self addressed stamped envelope (large enough to accommodate a CD-ROM disk), to the following address:

Navy Warfare Development Command  
Attn: Code N521  
Sims Hall  
686 Cushing Road  
Newport, RI 02841-1207

Requests for copies of the NLLS unclassified database must be received no later than three (3) weeks **prior** to the proposal submission deadline.

(1) **SOLICITATION, OFFER AND AWARD DOCUMENTS (SF-33 RFP)**

This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical and cost proposals. Special attention should be taken to accurately enter the prices required in Section B, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1.

The document ***SHALL NOT*** be embellished with any cover or binding. If the offeror makes any qualifications to any provisions in the RFP, all such qualifications shall be listed in a cover letter to the proposal. Qualifications may also be annotated on the Solicitation, Offer and Award document, if such annotation is necessary to clarify the qualifications.

(2) **TECHNICAL PROPOSAL**

The technical proposal shall be submitted on 8.5 by 11 inch paper, and may utilize either single or double spacing at the offeror's discretion. Note, however, that any page length restrictions must be met regardless of whether the offeror uses single or double spacing.

The technical/management proposal should be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in Section C of this solicitation.

Statements such as "the offeror understands," "will comply with the statement of work," "standard procedures will be employed," "well known techniques will be used" and general paraphrasing of the statement of work are considered inadequate. The technical proposal must provide details concerning what the contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

The technical proposal ***shall not*** contain any reference to cost; however, information concerning labor allocation and categories, consultants, travel, materials, equipment and any information of interest to technical reviewers shall be contained in the technical proposal in sufficient detail so that the offeror's understanding of the scope of the work may be adequately evaluated. The technical proposal ***shall be*** page numbered, contain a table of contents, be organized in the following four (4) sections, and shall address in detail the following information:

SECTION L Instructions, Conditions and Notices to Bidders (Cont'd.)

**SECTION 1 - INTRODUCTION (Maximum length: 5 pp.)**

This section shall provide any necessary background information and an overview of the proposal which the offeror believes will assist in the understanding and accurate evaluation of the proposal.

**SECTION 2 - TECHNICAL APPROACH AND MANAGEMENT PLAN (Maximum length: 35 pp.)**

This section shall provide details on the methodology that the offeror will follow in performing the required tasks per section C of the Statement of Work. These proposed methods shall demonstrate the offeror's understanding of the scope of the tasking, the major issues involved, and the analytical and technical procedures, which are appropriate to the specific tasks required. The technical approach must demonstrate the offeror's understanding of the entire Navy Lessons Learned System and other Navy systems, particularly how they support fleet planning and training, and high level staff planners.

This section shall provide a realistic schedule and allocation of support for the tasks described in the Statement of Work. In addition, this section shall describe the proposed organizational responsibilities and reporting structure of the project. Offeror's must demonstrate their familiarity with operational and tactical documents, information management and operations, and ability to determine an appropriate mix of skills and staff size. The offeror is required to identify one person as the project manager with technical and administrative responsibilities for all aspects of this contract to assure the successful completion of tasks and deliverables. This person shall act as the technical liaison between the contractor and the Navy Warfare Development Command COR. Proposed policies and procedures for managing and directing the effort shall be addressed, including a discussion of procedures for dealing with unusual or difficult areas encountered during performance. Of concern is the ability to motivate and retain personnel subject to independent site operations, how to ensure consistency and quality of product when services are performed at sites remote from company offices, and how to ensure that services and deliverables are on time and satisfy the terms of this contract when services are performed at sites remote from offeror and COR offices. Offeror's should propose methods of coordinating with the COR, various Fleet sites, Fleet personnel and other naval commands.

This section shall also provide a detailed training plan of the methodology by which key personnel shall be initially prepared for their assigned NLLS support sites as to cause minimal disruption to system operation, and a detailed transition training plan for preparing key personnel when changes in on-site representatives are necessary. Additionally, this section shall provide a detailed description regarding how the offeror's proposal differs from the way the Navy Lessons Learned System functions today emphasizing technical and management improvements proposed based on the tasks described in Section C hereof.

**SECTION 3 - PERSONNEL QUALIFICATIONS (Maximum length: 20 pp - not including resumes. Individual resumes shall not exceed 4 pp. in length)**

In this section, the offeror shall identify proposed individual(s) for each labor position and indicate the tasks for which the person is proposed. Resumes shall be submitted for all key personnel (as identified in the Statement of Work) to be assigned to the proposed contract. Resumes shall include the relevant qualifications, background and experience for all such key personnel in sufficient detail to demonstrate the capability of such personnel to accomplish the work described in the Statement of Work. The work history of each key person should contain experience directly related to the tasks and functions he/she is intended to perform under the proposed contract.

Offerors shall indicate limitations on the availability of any proposed personnel, if any. If a proposed individual is currently employed by the offeror, the offeror shall discuss how they intend to cover the personnel requirements on this requirement, as well as any other contract(s) for which the proposed personnel are assigned, and indicate their

SECTION L Instructions, Conditions and Notices to Bidders (Cont'd.)

availability (to work on this requirement) and their tenure. If the individual is not currently employed by the offeror, explain the rationale for proposing that person and include their letter of intent. Resumes **shall be provided** for all proposed subcontractor personnel and consultants, and the rationale for their use.

A summary table, in matrix format, **shall also be provided** to indicate personnel qualifications and experience.

**NOTE:** If subcontractors are to be used, resumes of the key personnel **shall be included** in this section, with the present company affiliation clearly identified. All of the requirements of this section shall apply to the use of subcontractor personnel, as well as the prime contractor's personnel.

**SECTION 4 - PAST PERFORMANCE AND CORPORATE EXPERIENCE (Maximum length: 20 pp.)**

The offeror shall demonstrate past performance as it relates to the Scope of Work tasking areas provided in the Statement of Work. The offeror **shall provide** a synopsis of previous contracts which involved similar or related work performed (or currently performing) in the last three (3) years. The offeror may identify Federal, State and Local government as well as private contracts that are similar to the statement of work for ongoing contracts or contracts completed in the past three years. Offerors that represent newly formed entities, without prior contract experience, should list previous contract and subcontract experience, as required above, for all key personnel identified the proposal.

The government will use this information to evaluate past performance in fulfilling contracts. The government may also use past performance information obtained from sources other than those identified by the Offeror. Additionally, when subcontractors perform significant parts of the effort, their past performance may also be evaluated.

For each contract, the contractor **shall provide** a narrative discussion of the work performed and a list that provides the following information:

1. Contract Number
2. Customer/Agency
3. Contracting Officer and Technical Point of Contact (names and phone numbers)
4. Contract Type
5. Award Price
6. Total Man-Hours of Effort
7. Period of Performance
8. Contract Deliverables
9. Contract Summary (a descriptive overview of the contract not exceeding one-half page)

In addition to providing the above information on specific contracts, offerors **shall include** a discussion of actual performance under each contract listed, including problems encountered and how they were resolved; the timeliness of deliverables required; how costs were controlled; and any other areas deemed necessary to provide insight into actual performance issues. Offerors **shall also discuss** their past performance in complying with 52.219-8, "Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns."

**(3) COST PROPOSAL**

The cost proposal shall be submitted on 8.5 by 11 inch paper, and may utilize either single or double spacing at the offeror's discretion.

To assist the Government in determining cost reasonableness/realism for this effort, the offeror **shall provide** sufficient detailed cost information with the proposal to make this determination.



## SECTION L Instructions, Conditions and Notices to Bidders (Cont'd.)

In preparing the cost proposal, it is essential that the offeror breakout the individual labor rates proposed, and identify the separate cost components which comprise the fully burdened labor rate. The contractor shall break out the individual labor rate costs for each labor rate proposed for the base period, as well as the option periods of performance.

The following is only an example of the various types of cost elements that may be applicable but not necessarily limited to the break out of the proposed loaded labor rates:

### **Direct Labor Cost**

- (a) Information including the name, title, and actual hourly rate **shall be provided** by the Offeror for each individual proposed for the labor categories identified in Sections C.4 and C.7. If the Offeror proposes direct labor rates based on a composite rate structure, then the Offeror **shall clearly identify** the individuals comprising the composite, their respective actual hourly rates, and method used to derive the composite rate.
- (b) If an Offeror's proposed labor category differs in name from those listed in Section C.4, a chart **shall be included** which identifies how these categories correspond to the ones listed in the solicitation.
- (c) The Offeror **shall identify** any escalation rates utilized in the preparation of their cost proposal, and **shall provide** historical information pertaining to the actual escalation rate experienced over the past three (3) year period.
- (d) Offerors are reminded that the staff proposed in the technical proposal must be the same staff proposed in the cost proposal.
- (e) The Offeror **shall provide** a copy of the Employment Contract for any individual proposed who is not currently employed by the Offeror or subcontractor (if proposed).

### **Subcontracted Direct Labor Costs (if applicable)**

The proposal **shall include** subcontract cost data in the same level of detail as provided for the offeror. Any subcontracted labor categories **shall be full supported** by breaking out the subcontracted individual labor rates for the base period, as well as the option period of performance. The cost break out shall include the same level of detail as that provided by the Offeror. Additionally, any associated costs which the prime incorporates into the subcontracted labor category rate **shall be fully identified** (i.e. G&A, fee, etc.). It is the Offeror's responsibility to ensure that this support documentation is received by the Government within the timeframe (i.e. closing date) established for this solicitation.

### **Indirect Rates**

Offerors **shall list** the cost elements that comprise the overhead, general and administrative expenses, and any other indirect pools. All indirect rates shall be summarized. Offerors shall list proposed indirect rates, DCAA recommended rates, and historical actual's (audited and unaudited) for the past three years. If proposed rates reflect negotiated forward pricing rates, a copy of the current forward pricing rate agreement **shall be provided**. If the rates are not negotiated forward pricing rates, then the basis for the proposed rates shall be explained.

### **Facilities Capital Cost of Money**

If this cost element is proposed, the offeror **shall provide** information pertaining to the derivation of the FCCOM costs (i.e. FCCOM factors and application bases).

SECTION L Instructions, Conditions and Notices to Bidders (Cont'd.)

**Fee**

Identify the fee rate and total amount proposed and identify the various cost elements for which the fee is being applied.

**Support Costs**: These costs reflect all other direct costs that are not labor costs. For proposal purposes, the not-to-exceed (NTE) amounts for the support costs (material, and travel) have been identified in Section B. Along with these costs, the Offeror ***may include*** a cost element associated with a G&A/handling rate associated with these costs. If a G&A/handling rate is proposed for these support costs, the Offeror ***shall identify*** these costs and their applicable rate as provided in Section B. Lastly, It should be noted that all support costs are non-fee-bearing costs.

**(4) RESUME REQUIREMENTS**

The following information must be provided in the cost proposal for each resume required to be submitted in the technical proposal:

- (a) estimated annual salary;
- (b) total estimated annual hours;
- (c) total estimated hours to be worked under the proposed contract.

Failure to provide this information may impact the Government's evaluation of contractors' proposals. If this information is proprietary to subcontractors, it may be provided under separate cover; however, it must be easily identifiable and readily combined with the rest of the proposal.

**(5) ORAL PRESENTATION**

The offeror **shall provide** an oral presentation of the Technical Proposal, which details an overview of the Technical Proposal in accordance with the following:

(a) ORAL PRESENTATION INFORMATION. The management/technical team of each offeror must participate in an oral presentation not to exceed 90 minutes in length. Immediately after their presentation, the offeror's team must respond to questions put forth by Government representatives. Up to four (4) offeror personnel may participate in the oral presentation.

It is the Government's intention to conduct the oral presentations during the third week following the close of the RFP. Offerors shall contact the Contract Specialist (Mr. Scott Sentz) to coordinate the date and time of the oral presentation. The oral presentations shall be made at the Naval Surface Warfare Center, Carderock Division, West Bethesda, MD. The Government reserves the right to reschedule an offeror's oral presentation, with sufficient notice, at the discretion of the Contracting Officer.

The sole purpose of this presentation, and the question and answer session, is to enable the Government to better understand the offeror's Technical Proposal. Therefore, the offeror's oral presentation and answers cannot in any way constitute modifications to the Technical Proposal.

The offeror may use VHS video, 35-mm slides, PowerPoint slide show (MS Office '97) or overhead transparencies (slides) to document key points of the presentation. Offerer's shall provide all Audio/Visual hardware required to conduct the presentation.

SECTION L Instructions, Conditions and Notices to Bidders (Cont'd.)

**IMPORTANT NOTE:** Offerors shall submit all audio/visual (A/V) material to be used during the presentation in a sealed package with its offer. This includes VHS video, 35-mm slides, PowerPoint slide show (MS Office '97) or overhead transparencies (slides), or any other A/V material to be used during the presentation. Additionally, the offeror shall submit electronic slide presentations in MS PowerPoint format one set of overhead transparencies and six (6) paper copies to the Government in a sealed package with its offer. Any A/V material received after the stated date and time for receipt of proposals will be handled in accordance with FAR Clause 52.215-1. Immediately before the presentation, the contracting officer will give the transparencies, disk, or other A/V material to the offeror for its use during the presentation. Overhead transparencies must measure 8.5 by 11 inches and be in landscape format. The legibility and clarity of the transparencies is the responsibility of the offeror.

The Government may videotape the oral presentation solely for its use and records and is considered source selection sensitive. When evaluating the offeror's presentation, the Government will only consider information on the actual transparencies and their hard copies.

The presentations will be conducted in a room that measures roughly 10 x 20 feet.

SECTION M Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE:

52.217-5 Evaluation Of Options

JUL 1990

CLAUSES INCORPORATED BY FULL TEXT

EVALUATION OF PROPOSALS (AUG 1999) (NSWCCD)

(a) *General*. Careful, full and impartial consideration will be given to all offers received pursuant to this solicitation, and the evaluation will be applied in a similar manner. Factors against which offers will be evaluated (e.g., Technical Capability and Cost) are set forth below and parallel the solicitation response called for elsewhere herein.

(b) *Initial Evaluation of Offers*. An evaluation plan has been established to evaluate offers pursuant to the factors set forth in (g) below and all offers received will be evaluated by a team of Government personnel in accordance with the plan. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

(c) *Evaluation Approach*. The following evaluation approach will be used:

(1) Technical Proposal.

The evaluators will prepare a narrative description and assign a point score for each technical evaluation factor. All evaluation factors other than cost or price will be combined into a merit rating of either acceptable, unacceptable but susceptible of being made acceptable, or unacceptable.

(2) Cost or Price Proposal.

(i) Although cost or price is not scored, numerically weighted, or combined with the other evaluation factors to establish a merit rating, it will be evaluated for magnitude. The determination of the magnitude of the cost proposal will be based on the total of all proposed costs. In those evaluations where all other evaluation factors, when combined, are significantly more important than cost or price, the degree of importance of the cost or price factor will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

(ii) Proposals which are unrealistic in terms of technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal. If the proposed contract requires the delivery of data, the quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent in the proposed deliverable data. Subjective judgment on the part of the Government evaluators is implicit in the entire process. Throughout the evaluation, the Government will consider "correction potential" when a deficiency is identified.

(iii) In evaluating cost type offers, realism of the offeror's estimated cost will be considered. Unrealistic proposed costs/price, either high or low, will be evaluated and may be considered in the technical analysis which could reduce the technical score. The purpose of the evaluation is to: (1) verify the offeror's understanding of the

SECTION M Evaluation Factors for Award (Cont'd.)

requirements; (2) assess the degree to which the cost proposal reflects the approaches and/or risk that the offeror will provide the supplies or services at the proposed costs; and (3) assess the degree to which the cost included in the cost proposal accurately represents the effort described in the technical proposal.

(d) Competitive Acquisition Instructions.

(1) If the provision FAR 52.215-1, "Instructions To Offerors--Competitive Acquisition" is included in Section L of this solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(2) If the provision at FAR 52.215-1 is used with its Alternate I, the Government intends to evaluate proposals and award a contract after conducting with offerors whose proposals have been determined to be in the competitive range.

(3) In either of the above two situations, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(e) Discussion/Final Proposal Revisions.

The Contracting Officer shall indicate to, or discuss with, each offeror still being considered for award, significant weaknesses, deficiencies, and other aspects of its proposal (such as cost, price, technical approach, past performance, and terms and conditions) that could, in the opinion of the Contracting Officer, be altered or explained to enhance materially the proposal's potential for award. The scope and extent of discussions are a matter of Contracting Officer judgment. At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a final proposal revision. A final cut-off date for receipt of final proposal revisions will be established by the Contracting Officer.

(f) Basis for Contract Award.

The basis for award of a contract(s) as a result of this solicitation will be an integrated assessment by the Contracting Officer of the results of the evaluation based on the evaluation factors and their importance as indicated below. The integrated assessment may include consideration of the strengths and weaknesses of the proposals, and, if deemed necessary by the Contracting Officer, consideration of various types of mathematical models comparing technical points and cost. Ultimately, the source selection decision will take into account the offeror's capability to meet the requirements of this solicitation on a timely and cost effective basis. The Government reserves such right of flexibility in conducting the evaluation as is necessary to assure placement of a contract in the Government's best interest. Accordingly, the Government may award any resulting contract to other than the lowest priced offeror, or other than the offeror with the highest evaluation rating.

(1) The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost and other factors considered.

(2) All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

SECTION M Evaluation Factors for Award (Cont'd.)

(g) *Evaluation Factors.*

The evaluation factors and significant subfactors are listed below in both descending order and degree of relative importance.

(1) Technical Approach And Management Plan – This factor represents slightly less than one-third of the total score value. All of the subfactors are equally weighted.

(2) Personnel Qualifications – This factor represents slightly less than one-third of the total score value. Relative to the subfactors which comprise this factor, subfactor (a) reflects two thirds of the total score value for the subfactors, while subfactor (b) comprises one third of the total score value for the subfactors.

(3) Past Performance – This factor represents slightly more than one-seventh of the total factor score value. All of the subfactors are equally weighted.

(4) Corporate Experience – This factor represents slightly more than one-seventh of the total factor score value.

(5) Oral Presentation – This factor represents one-tenth of the total factor score value.

(h) *Evaluation Factors and Subfactors.*

(1) Technical Approach And Management Plan

(i) The extent to which the proposal demonstrates a sound technical approach, to include the degree to which the proposal demonstrates a thorough understanding of the Navy's post event/lessons learned reporting system, its purpose and utility; and in terms of the offeror's detailed technical approach for performing the support, upgrading the system as required, completing the tasks and furnishing the deliverables.

(ii) The degree to which the proposal demonstrates the offeror's ability to provide that support which ensures continuous and total performance, successful and timely completion of tasks and product quality and usefulness. To include staff organization and approach to assigned tasks, management procedures to ensure timely and quality products, monthly reporting requirements, internal review procedures, handling of action items and personnel training, procedures/policies to minimize labor and travel cost while placing maximum emphasis on personnel retention to control overall costs.

(iii) The degree to which the proposal demonstrates an adequate training plan which will initially prepare key personnel for their assigned Navy Lessons Learned System site, and demonstrates a detailed transition plan for preparing key personnel when changes in on-site personnel are necessary.

(2) Personnel Qualifications

(i) Demonstrated experience in areas applicable to Section C hereof, to include managerial, administrative, computer database management, computer programming, software development/revision, web development, knowledge management, and knowledge portals, among others.

(ii) The degree to which the proposal demonstrates the capabilities and background of the proposed personnel assigned to perform the services and deliver the products required in Section C hereof to include relevant operational experience and knowledge of fleet operations and missions.

SECTION M Evaluation Factors for Award (Cont'd.)

(3) Past Performance

(i) Quality of product or service (i.e. the conformance to contract requirements, specifications, and standards of good workmanship).

(ii) Timeliness of contract with regard to completion of contract, delivery orders, milestones, delivery schedules, and administrative requirements (e.g., effort that contribute to, or effect the schedule variance).

(iii) Cost control with regard to the offeror's effectiveness in forecasting, managing, and controlling contract cost.

(iv) Business relationship with regard to the timeliness, completeness and quality of problem identification and resolution, offeror's history of reasonable and cooperative behavior, customer satisfaction, timely award and management of subcontracts, and whether the contractor met their small/small disadvantaged and women owned business participation goals.

(v) Management of key personnel with regard to the offeror's performance in selecting, retraining, supporting and replacing, when necessary, key personnel.

(4) Corporate Experience

(i) The degree to which the proposal demonstrates past execution of similar contracts and the ability to support the Navy Lessons Learned System and all tasks and functions associated with it.

(5) Oral Presentation

(i) The degree to which the presentation conveys the technical proposal to the Technical Evaluation Board members in order to enable the Government to better understand the offeror's Technical Proposal.